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6. Equity (§ 90*)—All Parties in Interest Must Be Impleaded.—Equity requires all parties in interest to be impleaded, to avoid delay and a multiplicity of suits.

7. Guardian and Ward (§ 54*)—Second Guardian Not Liable for Interest on Assets Not Received.—Second guardian of minor held not responsible for compound interest on an amount which he had never received from the first guardian, on the theory that he should previously have sued such first guardian and his bonding company for a settlement.

Appeal from Circuit Court, Fairfax County.

Suit by Caroline C. Gresham against the American Bonding Company of Baltimore.

Keith, McCandlish, Hall & Garnett, of Fairfax, and *Allen A. Davis*, of Baltimore, Md., for appellants.

R. R. Farr, of Fairfax, *W. W. Millan*, of Washington, D. C., and *C. Vernon Ford*, of Fairfax, for appellees.

EGGLESTON *v.* EGGLESTON et al.

June 10, 1920.

[103 S. E. 603.]

1. Equity (§ 239*)—Allegations of Bill Accepted as True on Demurrer.—Allegations of bill must be accepted as true on demurrer.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 463, et seq.]

2. Mortgages (§ 38 (2)*)—Convincing Proof Necessary to Show Absolute Deed in Fact a Mortgage.—The presumption is that a conveyance is what it purports to be on its face, and clear and convincing proof is required to prove that deed absolute in form is in fact merely a mortgage.

[Ed. Note.—For other cases, see 10 Va.-W. Va. Enc. Dig. 35, 36.]

3. Mortgages (§ 37 (2)*)—Absolute Deed May Be Shown by Parol to Be Mortgage.—What appears to be an absolute conveyance may in equity be shown by sufficient parol evidence to be only a security for a deed.

[Ed. Note.—For other cases, see 10 Va.-W. Va. Enc. Dig. 35, 36.]

4. Mortgages (§ 33 (3)*)—Absolute Deed Held a Mortgage, Entitling Grantor to Reconveyance.—Where deed absolute on its face was executed under grantee's parol agreement to reconvey on grantor's repayment of advances made to grantee, the deed was in fact merely a mortgage, entitling grantor to a reconveyance upon repay-

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

ment of indebtedness to grantee; the agreement to reconvey being valid and enforceable as between the parties.

[Ed. Note.—For other cases, see 10 Va.-W. Va. Enc. Dig. 35, 36.]

5. Mortgages (§ 297*)—Deed Intended as Mortgage Becomes Absolute, Where Time for Repayment Was Allowed to Expire with That Intent.—Where a deed absolute in form is executed as security for advances made to grantor by grantee, under grantee's agreement to reconvey on repayment of advances by grantor within specified time, the deed becomes absolute in fact, if both parties allow that time to expire with the purpose on the part of both to treat the deed as absolute.

Appeal from Hustings Court of Richmond.

Bills by Joseph E. Eggleston against George M. Eggleston and others. From decrees rendered, sustaining demurrers to bills, complainant appeals. Decree reversed, demurrers overruled, and cause remanded, with directions.

T. Justin Moore, of Richmond, for appellant.

W. D. Miller, of Richmond, and *J. P. Flannigan*, of Welch, W. Va., for appellees.

HILL'S ADM'RS et al. v. HILL, et al.

June 10, 1920.

[103 S. E. 605.]

1. Wills (§ 767*)—When Ademption Is Dependent on Intention of Testator.—Where there is a total loss or destruction of the thing bequeathed, the intention of the testator as to whether there is an ademption is not material, for in such case the ademption results because the testator does not have any power at his death to dispose of the subject, but a mere change of the name and form of the thing bequeathed or a change in the character of the security bequeathed will not necessarily work an ademption, and the result may in such cases depend upon the testator's intention.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 879, 880.]

2. Wills (§ 440, 441, 443*)—Effect Will Be Given to Apparent Particular Intent.—The intention of testator must be gathered from the words actually used in the will, but a plain, general purpose will not be subordinated to an apparent particular intent, and the meaning of a single clause will be construed from the circumstances under which the words thereof were used, the relationship of the testator

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.